

## Board of County Commissioners Agenda Request

Agenda Item for: May 21, 1996  
Date of County Commission Meeting

Date: May 16, 1996  
Date of Distribution to the Board of County Commissioners

TO: Honorable Chairman and Members of the Board

FROM: Parwez Alam, County Administrator *PA*  
Brenda Trimble, Management Services Director

SUBJECT: Termination Agreement for Railroad Avenue Property

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### STATEMENT OF ISSUE:

The City and County jointly own and operate the property upon which the Amtrak train depot is located. The City would like to opt out of the current arrangement. However, this will first involve the dissolution of a current Interlocal Agreement and some address of how the affected properties are to be divided.

### BACKGROUND:

Leon County and the City of Tallahassee jointly own and operate 5.69 acres of land, including three buildings, located at 918 Railroad Avenue (see Attachment #1). This is by virtue of an Interlocal Agreement (see Attachment #3) executed by both parties on September 8, 1992. In its present form the improved property of this site consists of an Amtrak Train Depot (2,873 square feet), office space (5,903 square feet), and compartmentalized warehouse space (15,540 square feet). Furthermore, all of the improved property resides in a third party lease arrangement, except for 1,491 square feet of office space and 4,140 square feet of warehouse space (both vacant).

In early 1995, the City of Tallahassee notified the County of a desire to terminate the Interlocal Agreement and to divide the property "equally." However, the City has specifically requested to receive all of the unimproved property (3.31 acres) and to leave the County with all of the improved property (2.38 acres). Staff has examined this request in light of the overall condition of property, past operating history, and the joint participation agreement which remains in effect between the Florida Department of Transportation and the City of Tallahassee following development of the Amtrak Train Depot in 1992-1993.

Staff has met repeatedly with City staff in an effort to work out all of the details of a proposed termination agreement. This has resulted in the attached "Railroad Station Site Interlocal Agreement Termination Contract (see Attachment #2)." This document is presented for the review and approval of the Board at this time. Subsequent to Board approval, City staff intends to present the same copy of document to the City Commission for review and approval. However, the Florida Department of Transportation, with whom the agreement has also been coordinated, has also asked to become a party to the agreement and would be involved beyond this time.

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**ANALYSIS:**

The current condition and operating requirements for each of the three buildings located on this site are as follows:

1. **Amtrak Building** - Presently consists of office space (4,828 square feet), warehouse/storage are (4,140 square feet) and a train depot (2,873 square feet). The front office and depot sections of building have been previously renovated. Portions of the office space are leased to the 21st Century Council and Neighborhood Justice Center, and the train depot is leased to Amtrak until March 31, 1998, which accounts for total revenues of approximately \$15,000 per year. The condition of building ranges from fair to good. However, the (vacant) warehouse portion of the building is in need of considerable work. Removal and replacement of the existing floor is required. The existing brick work in foundations is also in need of repair. Removal and replacement of the existing loading docks is also required. This work should cost anywhere from \$350,000 to \$500,000 to perform, depending upon the particular scope and nature of the improvements, and is not budgeted. Furthermore, this estimate does not consider a change in the current configuration, use or occupancy of this structure. Upon completion of these improvements, there would be a total of 1,491 square feet of (vacant) office space and 4,140 square feet of (vacant) warehouse space available for assignment or lease in this structure. However, the office space portion is presently being considered as a nice fit for relocation of the Housing & Human Services Program, presently housed in the County Courthouse, and a letter has also been received from Ojisan Community School of Arts expressing an interest in leasing the warehouse portion of the building should the County assume control of this property.
2. **Walker Hardware Building** - Presently consists of warehouse (3,900 square feet) and office space (1,075 square feet). The condition of building ranges from fair to very good. The existing roof, soffits and fascia are in need of repairs. The estimated cost to improve the rear portion of this building, and continue to use it as warehouse space, is approximately \$20,000. This work can be performed out of funds which remain available in the joint "Enterprise Fund" in the event of contract termination. However, if the contract is not terminated the County will owe the City for work which has already been completed, but for which it has not yet been reimbursed. Furthermore, the Walker Hardware Building is presently leased until December 31, 1996, after which time the lease may be renewed for a maximum of two years. This lease produces total revenues of approximately \$17,000 per year. Only after this lease expires will space be available in this structure for future assignment or lease.

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3. **Warehouse/Storage Building - Presently consists of compartmentalized warehouse space (7,500 square feet total). Condition is fair, primarily due to the age of construction (circa 1880-1890). Only minor repairs are needed to continue its use for unconditioned storage. The estimated cost to improve the building and continue to use as warehouse is approximately \$10,000. This work can be funded out of the joint "Enterprise Fund", as noted above, in the event of contract termination. However, it is noted that the American Red Cross continues to use the rear portion of this warehouse for the storage of supplies remaining from its flood relief efforts, and the Division of Facilities Management is using the remainder of building for storage of light fixtures removed from the Library Green Lights Project. Only following the disposition of these items would this facility be available for future assignment or lease.**

Other than the three buildings, site improvements consist of paved access and parking (55 total parking spaces), a stormwater management facility, and architectural fencing. None of these items appear to be in need of any significant improvements at this time. Furthermore, unless considerable changes in use or occupancy are planned for the future, the current infrastructure appears adequate to support any reasonably foreseen demands of project. This is noted to include the future growth and related requirements of the current building occupants (including Amtrak).

Staff has also obtained and reviewed a copy of the current City budget for this property. Pursuant to the current Interlocal Agreement, the City is responsible for insuring the operation of this facility. This includes primary budgets and responsibility, whereas the County merely provides reimbursement for its half of the property's operating expenses. Under the future scenario this would be changed. Therefore, staff has analyzed the City's budget for adequacy to serve as a benchmark for the proposed transfer of this responsibility to the County.

In FY 1994/1995, the City's total budget for the Railroad Avenue property was \$61,568. This figure includes budget amendments needed to cover the cost of insurance (\$15,075) and renovations to the Neighborhood Justice Center (\$11,050). In FY 1995/1996, the total City budget for the Railroad Avenue property is \$50,518. This figure represents a carry-over of operating budget from FY 1994/1995, less the one-time capital expenses of interior renovations at the Neighborhood Justice Center. Furthermore, it is noted that the total revenues generated by this property in FY 1994/1995 was \$32,000. The total revenues are also expected to remain the same in FY 1995/1996. Therefore, the following simple income statement are presented for Board review:

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**Summary of City Budget for FY 1994/1995:**

Total Revenues:	\$32,000
Total Expenditures:	\$61,568

Net Profit (or loss)	(\$29,568)
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**Summary of City Budget for FY 1995/1996:**

Total Revenues:	\$32,000
Total Expenditures:	\$50,518

Net Profit (or loss)	(\$18,518)
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However, upon property assumption by the County, it is noted that the budgeted expenditures would be considerably reduced. This is because of a reduction in total insurance costs (an estimated \$14,079 savings from incorporation of the property into our self-insured program), and the elimination of this property from local tax rolls (an estimated \$5,821 savings). Therefore, the following simple income statement is also presented (as a tentative budget) for Board review:

**Proposed County Budget for FY 1996/1997:**

Total Revenues:	\$32,000
Total Expenditures:	\$30,618

Net Profit (or loss)	\$ 1,382
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Of the expenditures which remain, approximately half is needed to cover the various (City) utility expenses which are required by lease agreements (\$15,142), and the remainder is needed for the continuance of (custodial) contract services (\$9,200) and to provide for general maintenance and upkeep of the facility (\$6,276). However, it is noted that these are simply projections of current expenditures and do not consider any additional costs for occupancy of the vacant space.

The Florida Department of Transportation's (FDOT) interest in this transfer of property is limited to the terms and conditions of its Joint Project Agreement (see Attachment #4) with the City for the Amtrak facility. Namely, the FDOT is interested in the facility being used and maintained in the originally prescribed fashion (see Section 14.70 of Attachment #4) and in property records being kept (see Section 14.71 of Attachment #4). Staff does not foresee any reasonable difficulties in complying with either of these two provisions.

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In summary, the Amtrak project represents a total investment of approximately \$1,434,200 of Federal, City and County Funds. The cost sharing in this project to date, considering total construction dollars, is as follows:

Federal Government	\$ 987,500
City of Tallahassee	\$ 237,400
Leon County	\$ 209,300
<hr/>	
Total	\$1,434,200

The project has been successful in restoring daily passenger rail service to Tallahassee and Leon County. Moreover, it appears that the project is a good and likely candidate for the receipt of future grant funding. Nevertheless, the project was unsuccessful in receiving a State Division of Historic Resources grant in FY 1994/1995, when a \$334,190 grant-in-aid was requested. However, subsequent contacts with both the grant writer (Langton & Associates) and State Division of Historic Resources staff indicate that the project should be re-applied after a few select changes are made. These include refining ownership to only one party, better addressing the restoration and preservation in light of historic value, removal from competition with other local projects, and determining the future use of unoccupied areas. Staff has been reasonably assured that these items can be satisfactorily addressed in a future grant application.

In closing, staff is amenable to accepting the proposed Termination Agreement subject to the following considerations:

1. Reasonable assurance that the improved area of property is free of environmental hazards which require clean-up;
2. Reasonable assurance that funding will accompany this transfer for purposes of:
  - a. Environmental remediation;
  - b. Structural rehabilitation;
  - c. Ongoing facility operation;
  - d. Ongoing facility maintenance.
3. Reasonable assurance that a need for the space exists, and occupancy and usage of the building will be determined;
4. Reasonable assurance that there will be a determination of compatibility of this project with the downtown revitalization plan.

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With specific reference to Item No. 1 above, staff has witnessed remnants of certain items stored beneath the buildings (hundreds of badly deteriorated oak barrels) that may be indicative of contamination. Furthermore, over 120 years of service as a warehouse further exacerbates this finding. Staff has reviewed the environmental audits provided by the City, and these have failed to satisfy this concern. Therefore, another round of environmental audits is needed, and subsequent clean-up efforts may or may not need to be performed.

With specific reference to Items No. 2 & 3 above, staff is especially concerned about the very high level of funding needs for this property. Particularly, a warehouse floor needs to be replaced at considerable expense before any occupancy is assigned to this area of building. Such is specifically presented to the Board as an item of engineering judgement for protection of public health, safety and welfare. Likewise, other similar, but less expensive, structural improvements are also needed which have yet to be investigated, recommended or funded. The most noteworthy of these include restoring the structural value to building brickwork. Furthermore, funding should be adequate to insure the ongoing operation and maintenance of the facility.

With specific reference to Item No. 4 above, staff has been unable to locate anyone who is really sure of the future revitalization plans for this area. A master vision for this area has recently been presented by the Board Chairman, and current City plans are to widen and improve the Gaines Street corridor, but no real revitalization plan has been identified. As such, staff is unable to remove its concern as to whether or not the division of this property is in the best interest of the downtown revitalization plan. Therefore, the Board may want to direct staff to report back with a proposal prior to endeavoring to participate in this undertaking.

One final concern is compatibility of this proposal with the usual division of responsibilities between City and County—namely for insuring the continuity of local passenger rail service. This responsibility was recognized on the front-end of Amtrak project and resulted in the City's acceptance of the Joint Project Agreement with FDOT. Furthermore, staff affirms that train stations are a traditional responsibility of City government. However, more specific concerns are the loss of City participation in the public services component of the Amtrak facility—namely police protection, utilities, facilities maintenance/management, etc. However, the City has remained opposed to the concept of continued involvement in this property, even if for Amtrak, and this matter is now left for review and consideration by the Board.

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**OPTIONS:**

1. Approve the proposed "Railroad Station Site Interlocal Agreement Termination Contract."
2. Do not approve the proposed contract.
3. Board Direction.

**RECOMMENDATION:**

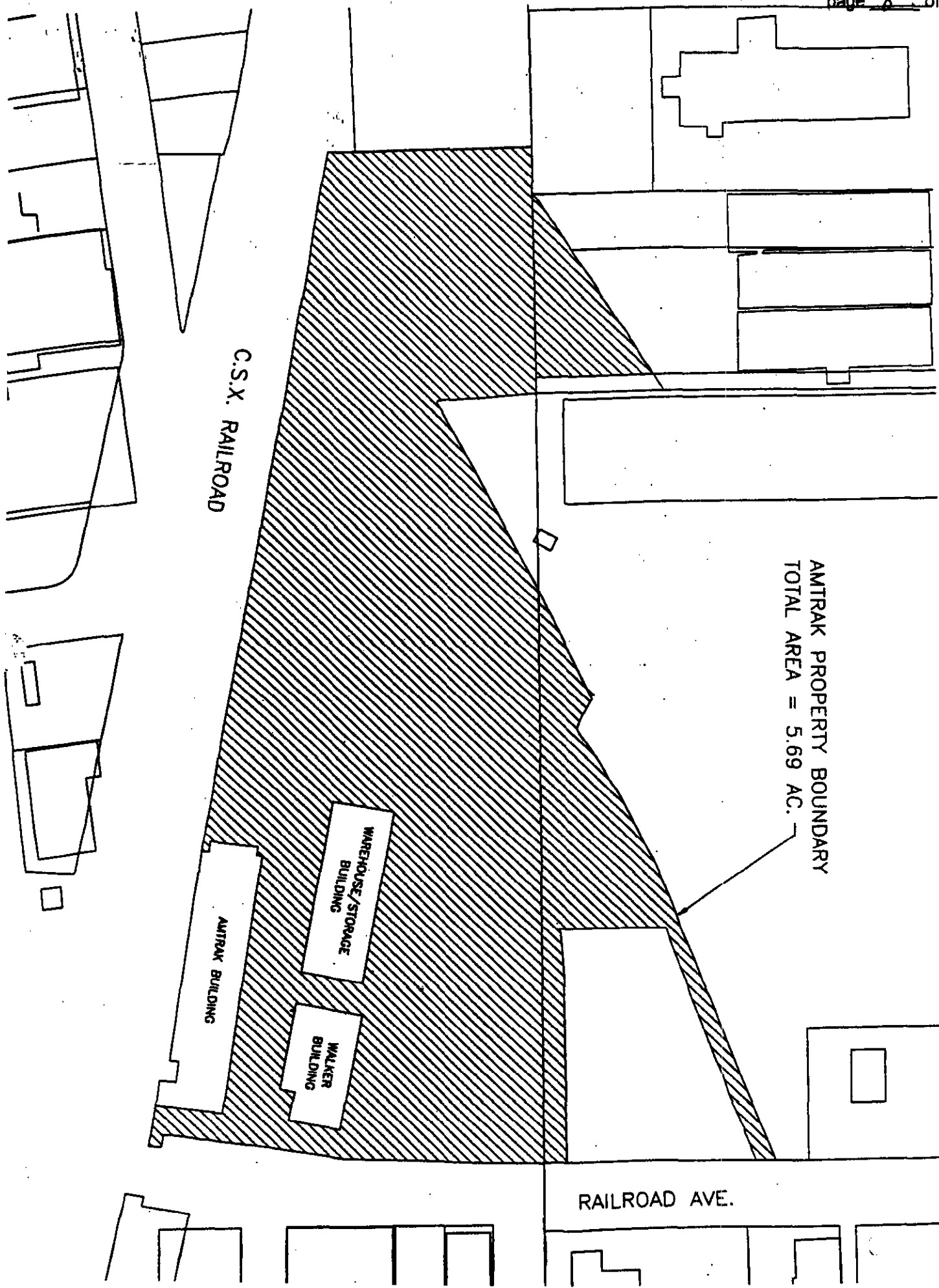
Option #1.

**Attachments:**

- #1 Site Map
- #2 Railroad Station Site Interlocal Agreement Termination Contract
- #3 Interlocal Agreement with the City of Tallahassee for the Amtrak property
- #4 Joint Project Agreement for Amtrak between the City of Tallahassee and Florida Department of Transportation

PA/TB/cb

Rev. 04/2004/PL



AMTRAK PROPERTY BOUNDARY  
TOTAL AREA = 5.69 AC.

C.S.X. RAILROAD

RAILROAD AVE.



**RAILROAD STATION SITE  
INTERLOCAL AGREEMENT  
TERMINATION CONTRACT**

THIS CONTRACT is entered into by and between the City of Tallahassee, a Florida municipal corporation, and Leon County, a political subdivision of the State of Florida to terminate the Interlocal Agreement, dated September 8 1992, governing the ownership and operation of the real property and improvements located at the intersection of the CSX railroad tracks and Railroad Avenue in Leon County, Florida, also known as "the railroad station site" or "the Amtrak site".

In consideration of the mutual covenants and agreements set forth herein, the City and the County agree as follows:

1. The City will deed to the County all of the City's interest in that portion of the site containing the existing improvements on 2.38 acres of real property more fully described in Exhibit "A", to this agreement.

2. The County will deed to the City all of the county's interest in that portion of the site containing 3.31 acres, more fully described in Exhibit "B", to this agreement.

3. Upon exchange of the deeds described above, the City shall disburse to the County the sum of \$22,076.50, representing one half of the current "enterprise fund" balance.

4. Upon exchange of the deeds described above, the County shall assume responsibility for operation and maintenance of the improvements located in the property described in Exhibit "A", including any further costs and expenses related to renovations

or roof repairs; and no further City funds shall be expended for such repairs and renovations.

5. The County shall take title subject to and shall continue to honor the terms of existing lease agreements with the following occupants of the improvements:

1. Amtrak
2. Walker Hardware
3. 21st Century Council
4. Neighborhood Justice Center

6. The Parties waive the right of first refusal and the buy-out provisions of the Interlocal Agreement in consideration of the property exchange described above.

7. The County agrees to serve as the "Agency" and assume responsibility for certain obligations set forth in the State of Florida Department of Transportation Public Transportation Joint Participation Agreement (JPA), dated September 24, 1992. Specifically, the County agrees to maintain the existing railroad passenger station facility, including parking area to provide for and support public transportation for the period of the useful life of such facilities, in accordance with sections 14.70 and 14.71 of the JPA.

8. Upon exchange of the deeds described above all agreements and obligations of the Parties arising from the Interlocal Agreement, dated September 8, 1992 shall terminate.

9. This agreement is contingent upon a satisfactory Phase I Environmental Site Assessment with site specific water quality soil borings around the main Amtrak station. The City and the County shall share the cost of the assessment equally. If a Phase II

Environmental Site Assessment is necessary, or cleanup is required by either the Phase I or Phase II Assessment, the cost of the additional work shall be shared equally as well.

10. The State of Florida Department of Transportation joins in this document solely to acknowledge and consent to the agreement pursuant to the contract terms of the JPA. The Department of Transportation specifically disclaims any interest in the real estate involved and will not be responsible for any costs of environmental assessments or cleanup.

IN WITNESS WHEREOF, the Parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 1996.

LEON COUNTY, FLORIDA

ATTEST: Dave Lang, County Clerk

By: \_\_\_\_\_  
Bruce J. Host, Chairman

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

CITY OF TALLAHASSEE

ATTEST

By: \_\_\_\_\_  
Ron Weaver, Mayor

\_\_\_\_\_  
Robert B. Inzer  
Treasurer-Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James R. English, Esq.  
City Attorney

DEPARTMENT OF TRANSPORTATION

ATTEST

By: \_\_\_\_\_  
District Secretary

\_\_\_\_\_  
Executive Secretary (Notary)

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney, Department of Transportation

AMTRAK SITE  
 COUNTY

A portion of that property described in Official Records Book 1604, Page 881 of the Public Records of Leon County, Florida, said portion more particularly described as follows:

COMMENCE at a found street-center monument No. 500 at the intersection of the street-center line of St. Francis Street with the street-center line of Railroad Avenue, said monument being a brass pin in concrete; thence South 00 degrees 10 minutes 22 seconds East, along the street-center line of Railroad Avenue (said street-center line being defined, from City of Tallahassee Atlas Sheet, by the aforementioned monument No. 500 and a found street-center monument No. 495 at the intersection of Railroad Avenue and All Saints Street, 172.03 feet; thence, leaving said street-center line, South 89 degrees 49 minutes 38 seconds West 51.91 feet to a point of curve having a radius of 468.50 feet and lying on the westerly right-of-way boundary line of Railroad Avenue for the POINT OF BEGINNING. From said POINT OF BEGINNING thence Southerly along said westerly right-of-way boundary line and said curve through a central angle of 08 degrees 35 minutes 58 minutes for an arc distance of 70.32 feet (the chord of said curve bears South 01 degrees 48 minutes 02 seconds West for 70.25 feet) to the easterly boundary line of said described property; thence, from a tangent bearing of South 06 degrees 06 minutes 01 seconds West, along the easterly boundary line of said described property the following three (3) courses: South 09 degrees 58 minutes 35 seconds West 79.02 feet; South 80 degrees 01 minutes 25 seconds East 10.00 feet; South 09 degrees 58 minutes 35 seconds West 8.73 feet to an intersection with the northerly right-of-way boundary line of the C.S.X. Railroad; thence, along said northerly right-of-way boundary line, North 78 degrees 18 minutes 42 seconds West 635.46 feet; thence, leaving said northerly right-of-way boundary line, North 10 degrees 34 minutes 35 seconds East 96.50 feet; thence North 84 degrees 21 minutes 08 seconds East 263.90 feet; thence South 81 degrees 56 minutes 40 seconds East 351.15 feet to the aforementioned westerly right-of-way boundary line of Railroad Avenue; thence, along said westerly right-of-way boundary line, South 02 degrees 29 minutes 57 seconds East 42.02 feet to the POINT OF BEGINNING; Containing 102,941 square feet (2.36 of an acre) more or less and lying in Section 1, Township 1 South, Range 1 West, Leon County, Florida.

The Bearings for the MACOMB STREET IMPROVEMENTS project are based on State Plane Coordinates - North American Datum of 1983 (Florida North Zone) incorporating geodetic control monuments TLC 1-25 1N1W (T033) with an Azimuth of 22 degrees 04 minutes 49 seconds, located at Lake Ella, and TLC 1-35 1N1W (T049) with an azimuth of 224 degrees 32 minutes 59 seconds, located on Atlas Street.

This description is based on Official Record Book 1604, Page 881, Official Record Book 1183, Page 1462 all of the Public Records of Leon County, Florida, the City of Tallahassee Street Atlas Sheets and a previous (partial) field survey of the subject parcel referenced herein.

No improvements have been located with respect to referenced parcel.



The above description is graphically represented on the attached Exhibit "A" and by reference incorporated herein."

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements, or other instruments which could affect the boundaries hereinabove described.

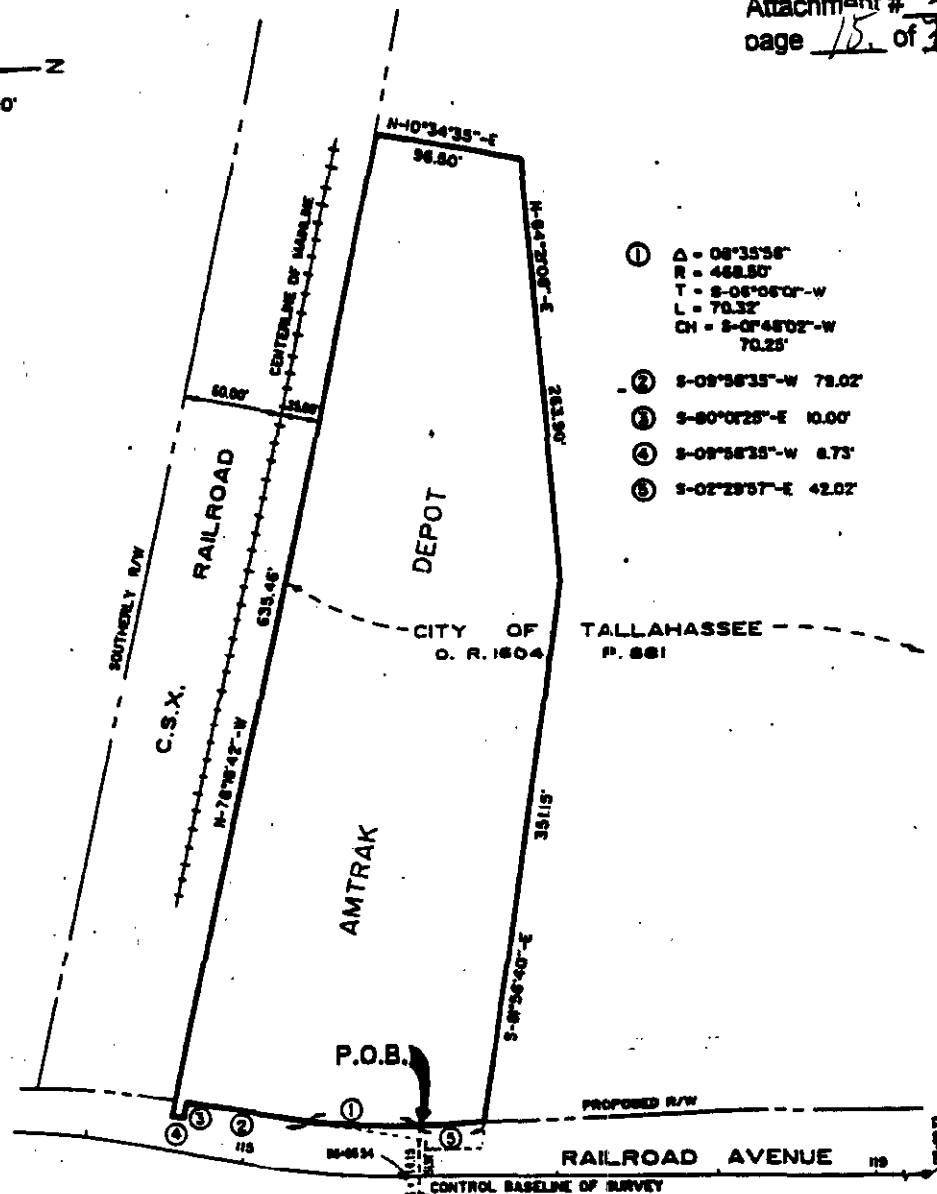
I hereby certify that this survey meets the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors in Chapter 61G17-06 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



BERTIE L. ANGLIN  
Fl. Reg. # 2996  
City of Tallahassee  
Engineering Division  
Tallahassee, Fl 32301

RAA  
3/21/96

SCALE: 1" = 100'  
2-20-96  
RPM



## NOTES:

ALL REFERENCES ARE TO THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA.

ALL STATION/OFFSET TIES REFER TO THE CONTROL  
BASELINE OF SURVEY.

NO IMPROVEMENTS HAVE BEEN LOCATED WITH  
RESPECT TO REFERENCED PARCEL.

'NOT A SURVEY'

*MA*  
3/2/96

## SKETCH OF DESCRIPTION

## EXHIBIT 'A'

## ABBREVIATIONS and SYMBOLS:

U.S. - OFFICIAL RECORD	PT - POINT OF TANGENCY	CH - CONCRETE MONUMENT	AN - AREA INFORMATION	A - CENTRAL ANGLE OR DELTA
D.B. - DEED BOOK	P.C. - POINT OF CURVATURE	FCM - FOUND CONCRETE MONUMENT	FI - FIELD INFORMATION	R - RADIUS
P. - PAGE	POC - POINT OF BEGINNING CURVE	C.O.T. - CITY OF TALLAHASSEE	PI - PLAT INFORMATION	L - LENGTH OF ARC
R/W - RIGHT-OF-WAY	TCM - TOWN-CITY MONUMENT	S.P.S. - GLOBAL POSITIONING SYSTEM	CI - COMPUTER INFORMATION	T - TANGENT BEARING
PR - RECORD	CONSTR. - CONSTRUCTION	TLC - TALLAHASSEE-LEON COUNTY		CH - CHORD
IN - INCHES	CAP. - CURVE OF PAVEMENT	F.A.C. - FLORIDA ADMINISTRATIVE CODE	A - AERIAL TARGET CONTROLS	C - CENTERLINE
STA - STATION	REF. - REFERENCE	F.D.R. - FLORIDA DEPARTMENT OF TRANSPORTATION	D - FOUND CONCRETE MONUMENT	PAC - POINT OF COMMENCEMENT
SH - SHEET	BLK - BLOCK	T.C.E. - TEMPORARY CONSTRUCTION EASEMENT	O - FOUND WOOD PIPE/REBAR/CAP	PAA - POINT OF BEGINNING
ACC - ACCURACY	RT - RIGHT		● - CONTROL POINT (1/2" REBAR/PLASTIC CAP OR INAL/ROCK MARKED C.O.T. SURVEY POINT	
L.P. - IRON PIPE	LT - LEFT			

CITY OF TALLAHASSEE

Commence at street corner No. 500 of the street centers of Tallahassee, Florida at the intersection of St. Francis Street and Railroad Avenue. Said street center identified by a brass pin in a terra cotta monument below the existing pavement; thence North 00 degrees 10 minutes 32 seconds West along the street center line of Railroad Avenue 33.12 feet; thence North 89 degrees 54 minutes 37 seconds West along an easterly projection of the south boundary of that parcel of property described in Official Records Book 851, Page 116 of the Public Records of Leon County, Florida, 38.15 feet to a found 3/4 inch iron pipe marking the southeast corner of said parcel, said point lying on the westerly right-of-way boundary of Railroad Avenue and the POINT OF BEGINNING.

From said POINT OF BEGINNING and leaving said right-of-way boundary, thence continue North 89 degrees 54 minutes 37 seconds West along said south boundary 99.25 feet to a point of curve to the left; thence westerly along said boundary and curve, having a radius of 1670.30 feet, through a central angle of 03 degrees 28 minutes 17 seconds, for an arc distance of 101.20 feet (the chord of said arc bears South 88 degrees 21 minutes 14 seconds West 101.18 feet) to the southwest corner of the last referenced parcel; thence North 00 degrees 03 minutes 04 seconds West along the westerly boundary of said parcel 90.34 feet to the northwest corner of said parcel; thence North 65 degrees 08 minutes 49 seconds East along the northerly boundary of said parcel 220.33 feet to the northeasterly corner of said parcel and lying on the aforesaid westerly right-of-way boundary; thence leaving said boundary, North 00 degrees 10 minutes 32 seconds West along said right-of-way boundary 17.71 feet to the southeast corner of that parcel of property described in Official Records Book 787, Page 475 of said Public Records; thence leaving said westerly right-of-way boundary South 65 degrees 02 minutes 59 seconds West along the southeasterly boundary of said parcel 238.89 feet to a point of curve to the left; thence southwesterly along said boundary and curve, having a radius of 3085.67 feet, through a central angle of 03 degrees 27 minutes 42 seconds, for an arc distance of 186.43 feet (the chord of said arc bears South 63 degrees 19 minutes 02 seconds West 186.40 feet); thence North 68 degrees 28 minutes 13 seconds West along the southwesterly boundary of said parcel last referenced 22.12 feet to a point, said point being on a curve concave to the southerly and lying on the northerly boundary of that parcel of property described in Official Records Book 1183, Page 1462 of said Public Records; thence Southwesterly along said boundary and curve, having a radius of 3102.67 feet, through a central angle of 01 degrees 13 minutes 24 seconds, for an arc distance of 66.24 feet (the chord of said arc bears South 60 degrees 42 minutes 53 seconds West 66.24 feet) to a point of a non-tangential curve concave northerly; thence Southwesterly along said boundary and curve having a radius of 3800.00 feet, through a central angle of 03 degrees 28 minutes 24 seconds, for an arc distance of 230.36 feet (the chord of said arc bears South 61 degrees 56 minutes 16 seconds West 230.32 feet) to a found concrete monument; thence North 00 degrees 10 minutes 29 seconds West along said boundary 104.97 feet; thence North 88 degrees 31 minutes 01 seconds West along said boundary 15.90 feet; thence North 00 degrees 08 minutes 52 seconds West along said boundary 98.35 feet; thence South 58 degrees 21 minutes 03 seconds

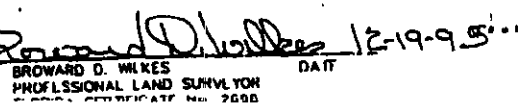


West along said boundary 189.78 feet; thence South 89 degrees 42 minutes 29 seconds West along said boundary 37.52 feet to a point lying on the boundary of that parcel of property described in Official Records Book 1183, Page 1462 of said Public Records; thence South 00 degrees 42 minutes 14 seconds West along said boundary 171.63 feet to a point lying on the northerly right-of-way boundary of the C.S.X. Railroad and on a curve concave to the southerly; thence Southeasterly along said northerly right-of-way boundary and said curve, 25 feet north of and parallel with the main line of C.S.X. Railroad, having a radius of 1552.92 feet, through a central angle of 02 degrees 30 minutes 47 seconds, for an arc distance of 68.11 feet (the chord of said arc bears South 79 degrees 34 minutes 05 seconds East 68.11 feet); thence South 78 degrees 18 minutes 42 seconds East along said northerly right-of-way boundary 176.70 feet; thence leaving said northerly right-of-way boundary North 10 degrees 34 minutes 35 seconds East 96.49 feet; thence North 84 degrees 21 minutes 08 seconds East 263.89 feet; thence South 81 degrees 56 minutes 40 seconds East 366.78 feet to a point lying on the northerly right-of-way boundary of Railroad Avenue; thence North 00 degrees 10 minutes 32 seconds West along said northerly right-of-way boundary 165.57 feet to the POINT OF BEGINNING, containing 3.31 acres more or less.

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements, or other instruments which could affect the boundaries hereinabove described.

Information for this description is based on a boundary survey performed by City of Tallahassee, Engineering Division for Amtrak Depot, dated: 1-25-93

PRUBERFALLMITZEMAMTRAKI.WPD



THIS INTERLOCAL AGREEMENT is entered into, approved, and adopted under the authority of the Florida Constitution and Florida Statutes, Chapter 166 and Chapter 125, to set the responsibilities and duties of the City of Tallahassee, Florida, a Florida municipal corporation, and Leon County, Florida, a political subdivision of the State of Florida, concerning the application for funding, acquisition, construction, and operation and maintenance responsibilities for a new Amtrak station site to be located at the intersection of the CSX railroad tracks and Railroad Avenue in Leon County, Florida.

WHEREFORE, the Board of County Commissioners of Leon County, Florida, and the City Commission of the City of Tallahassee, Florida, are desirous of setting forth in an interlocal Agreement the various responsibilities and duties of each of the parties hereto as it relates to the acquisition of certain real property located in Leon County, Florida, upon which certain governmental functions will be performed, as well as a leasehold being provided to Amtrak for purposes of maintaining on the subject property a railroad station site; and,

WHEREAS, in order to facilitate the application for funding from the Department of Transportation, State of Florida, and to provide for future responsibilities for acquisition, construction, maintenance, and operation of the properties, the parties hereto have entered into written agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES, AND AGREEMENTS SET FORTH HEREIN, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. That within ten (10) calendar days following the execution of this Interlocal Agreement, the City of Tallahassee shall take sole responsibility and have authority for making all necessary applications for obtaining funding from the State of Florida, Department of Transportation, through a "Joint Participation Agreement", to provide funding in the amount of \$800,000.00 for the acquisition of the "railroad station site", also known as the "Culpepper property".

EXHIBIT A

That upon execution of this Interlocal Agreement, Leon County agrees to pay to the City of Tallahassee, to be placed in an earmarked and dedicated "enterprise fund", the sum of \$100,000.00 for purposes of providing fifty percent (50%) of the local share of funding for the acquisition and necessary construction and remodeling of the "railroad station site".

3. That the City of Tallahassee agrees to establish an earmarked and dedicated "enterprise fund" within their overall budget for purposes of earmarking all funds related to revenues and expenditures, including acquisition, construction, and remodeling costs, for the "railroad station site", and the City shall further contribute \$100,000.00 to said "enterprise fund" upon execution of this Agreement.
4. For purposes of this Interlocal Agreement, the term "railroad station site" shall mean the 5.67-acre site, more or less, and all improvements thereon also known as the "Culpepper property", the legal description of which is attached as Exhibit A.
5. That the City of Tallahassee shall be solely responsible for obtaining the necessary funding from the DOT, State of Florida, acquisition of the site including all closing documents and closing costs, and obtaining good and marketable title, by warranty deed in the joint names of Leon County, Florida, and the City of Tallahassee, Florida, as tenants in common. The warranty deed into the County and the City shall also contain provisions allowing both of the parties the right of first refusal should the property be conveyed and/or sold, in whole or in part, in the future by either of the parties hereto.
6. That the City of Tallahassee shall be solely responsible for obtaining and administering all contracts required for construction and remodeling, and all future operation and maintenance, including providing for equal and complete access to the "railroad station site" in accordance with all applicable ordinance laws, and regulations, and without regard to the residency or citizenship of the users thereof, of the entire "railroad station site", including any portions thereof which may, from time to time, be leased or subleased to leasehold interests (including Amtrak), subject to the following express conditions:

That all authorizations, approvals, or decisions concerning the "railroad station site" shall be expressly subject to approval by Leon County:

Attachment # 2  
page 21 of 36

- A. Selection of architectural services for the "railroad station site" for construction, remodeling and future structural modifications.
- B. Approval of the design and concept plans for construction, remodeling, and/or renovation of the "railroad station site".
- C. Approval of any leases or sublease policies for all or any portion of the "railroad station site".
- D. Any and all expenditures for operation and/or maintenance of or at the "railroad station site" which exceed the sum of \$10,000.00 for any one project or contract.
- E. Any and all modifications to the use, site plan, access or designation of the "railroad station site" or any of its parts.
- F. Any use of this property by the City or any third parties other than expressly for "railroad station" purposes.

7. Should there be complete disagreement between the City and the County on any of the items set forth in Paragraphs 6(A) through 6(F), inclusive above, the decisions thereon shall be made pursuant to the then-existing Metropolitan Planning Organization voting procedures at a specially called emergency MPO meeting.
8. That the City of Tallahassee shall contract for the provision of all necessary liability and property damage insurance, with such insurance carriers rated no less than a Best's B+ rating, and specifically naming Leon County, its officers, officials, and employees as an additional insured under the terms of each such policy, with a minimum per occurrence limit of \$5,000,000.00 for general liability insurance and full replacement coverage for property damage. Funding for the premiums for such coverage shall be paid from the "railroad station site" enterprise fund.
9. The City and County shall share equally the financial responsibility for the acquisition, renovation, operation, and maintenance of the "railroad station site". The City shall provide all the necessary staffing, managerial, operational, and accounting functions for the "railroad station site", and expenses for such activities shall be charged to the enterprise fund on a basis consistent with the jointly approved budget. Indirect costs of

14. That in the event it becomes necessary for the County or the City to institute suit for the enforcement of the provisions of this Interlocal Agreement, the prevailing party shall be entitled to reasonable attorney's fee, plus court costs. Also in the event of litigation, the parties agree that the laws of the State of Florida shall apply. Attachment # 2 of 3

15. That this Interlocal Agreement shall have a term of five (5) years commencing on October 1, 1992, or the date of execution by both parties hereto, whichever is later, subject to budget, with renewals for five (5) year increments, thereafter until terminated by either party. Either party may terminate this Interlocal Agreement for convenience by giving the other party hereto written notice of termination by April 1st of each year, with termination to be effective October 1 of that year; provided, however, that if said Interlocal Agreement is terminated by either party hereto within the first five (5) year term hereof, or due to termination outlined in Paragraph 10, then the right of first refusal "buy-out" provisions of Paragraph 5 hereof shall be for \$100,000, exclusive of interest, payable to the non-terminating party.

16. That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the County hereby agrees to indemnify, defend, save, and hold harmless the City from all claims, demand, liabilities, and suits arising out of, because of, or due to any negligent act of the County, its agents, or employees arising out of this Interlocal Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the City for its negligence or breach of contract, or that of its contractors, agents or employees.

17. That to the extent allowed by the Constitution and laws of the State of Florida, and pursuant to Florida Statutes, Section 768.28, the City hereby agrees to indemnify, defend, save, and hold harmless the County, its officers, officials, and employees from any and all claims, demand, liabilities, and suits of any nature arising out of, because of, or due to any act of the City, its officers, officials, agents, or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for its negligence of, or that of its contractors, agents or employees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this

5<sup>th</sup> day of August, 1992.

LEON COUNTY, FLORIDA

ATTEST:

By: Marjorie Turnbull  
Marjorie Turnbull, Chairman

Paul F. Hartsfield  
County Clerk

APPROVED AS TO FORM:

Herbert W. A. Thiele, Esq.  
County Attorney

CITY OF TALLAHASSEE

ATTEST:

By: Bob Hightower  
Bob Hightower, Mayor

Robert B. Inzer  
Treasurer-Clerk

APPROVED AS TO FORM:

James R. English, Esq.  
City Attorney

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WPI No: <u>3830259</u>	Fund: <u>010</u>	SAMAS Approp: <u>088708</u>
	Function: <u>639</u>	SAMAS Obj: <u>563005</u>
Job No: <u>99003-3838</u>	Federal No: _____	Org. Code: <u>55032020327</u>
	Contract No: _____	Vendor No: <u>596000435001</u>

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of  
Florida, hereinafter called the Department, and \_\_\_\_\_ the City of Tallahassee  
hereinafter called the Agency.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 162 of HB. 2439; 1992 Session to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is to participate in the construction of an AMTRAK Passenger Station Facility.

and as further described in Exhibit(s) A, B & C attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.



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## 2.00 Accomplishment of the Project:

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C".

**3.00 Project Cost:** The total estimated cost of the project is \$ 1,000,000. This amount is based upon the estimate summarized in Exhibit "B" and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 800,000 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility:** Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) The understanding that disbursement of funds will be made in accordance with the balanced thirty-six (36) month cash forecast;
- c) Availability of funds as stated in paragraph 17.00 of this Agreement;
- d) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- e) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding:** Front end funding ~~(is)~~ (is not) applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage:** Retainage ~~(is)~~ (is not) applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

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**6.00 Project Budget and Disbursement Schedule:**

**6.00 The Project Budget:** Prior to the execution of this Agreement, a project budget, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. The budget may be revised periodically, and if revised, a copy of the revision should be forwarded to the Comptroller. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in paragraph 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Schedule of Disbursements:** The Agency shall provide the Department with a time-phased schedule of the Department funds to be expended on the project. This schedule shall show estimated disbursements for the entire term of the project by quarter of fiscal year. The schedule may be divided by project phase where such division is determined to be appropriate by the Department. Any significant deviation from the approved schedule in Exhibit "B" requires submission of a supplemental schedule by the Agency.

**7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with uniform requirements that may be established by Department program guidelines/procedures and Generally Accepted Governmental Accounting Standards (GAGAS) to facilitate the administration of the financing program, separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". The project account shall be made available upon request by the Department any time during the period of the Agreement and for five years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

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**7.60 Audit Reports:** The Agency shall provide to the Department for each of its fiscal years for which the project account remains open, an audit report prepared either by its official auditor or audit agency or an independent certified public accountant, reflecting the use of the funds of the Department, the Agency, and those from any other source with respect to the project. Audits shall be performed in accordance with generally accepted government auditing standards contained in the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U. S. General Accounting Office and OMB Circulars A-128 or A-133 where applicable. The Agency shall require its auditors to include in their report a schedule of project assistance as described in Exhibit "A", Special Considerations.

**7.70 Insurance:** The Agency shall carry property and casualty insurance on project equipment and facilities and provide evidence of said insurance for the project amount stated in paragraph 4.00 of this Agreement.

If this Agreement is for purchase of land, the Department may waive or modify this section with an Exhibit "C".

#### **8.00 Requisitions and Payments:**

**8.01** Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.02** Bills for any travel expenses shall be submitted in accordance with Chapter 112.061 F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061 Florida Statutes.

**8.03** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department.

**8.04** Offsetting any amount pursuant to section 8.03 shall not be considered a breach of contract by the Department.

**8.10 Preliminary Action by the Agency:** In order to obtain any Department funds, the Agency shall:

**8.11** With respect to property acquired, file with the Department of Transportation, District 3, Public Transportation Office, Chipley, Florida, 32428 its requisition on a form or forms prescribed by the Department, and such other data pertaining to the project account (as defined in paragraph 7.10 hereof) and the project as the Department may require, to justify and support the payment requisitions, including:

- (1) the date the Agency acquired the property,
- (2) a statement by the Agency certifying that the Agency has acquired said property and,
- (3) if the requisition covers the acquisition of real property;
  - A. a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
  - B. a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

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**8.12 Comply with all applicable provisions of this Agreement.**

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project account if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document of data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein; or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** The Department may suspend or terminate the financial assistance of this grant if any federal agency providing federal financial assistance for the project determines that the purposes of the statute under which the project is authorized would not be adequately served by continuation of federal financial assistance to the project.

**8.30 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in paragraphs 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required

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or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 Florida Statutes and made or received in conjunction with this Agreement.

10.00 **Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 **Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 **Contracts of the Agency:**

12.10 **Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 **Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultant's Competitive Negotiation Act.

12.30 **Minority Business Enterprise (MBE) Policy and Obligation:**

12.31 **MBE Policy:** It is the policy of the Department that minority business enterprises as defined in 49 CFR Part 23, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The MBE requirements of 49 CFR Part 23, as amended, apply to this Agreement.

12.32 **MBE Obligation:** The Agency and its contractors agree to ensure that Minority Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in

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the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Minority Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

**12.33 Disadvantaged Business Enterprise (DBE) Obligations:** If Urban Mass Transportation Administration or Federal Highway Administration Funding is a part of this project, the Agency must comply with Subpart (E) of CFR 49, Part 23, as amended.

**13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency or the locality during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency or of the locality during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

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**13.40 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

**14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** All Proposals, Plans, and Specifications for the acquisition, construction, reconstruction, improvement of facilities or equipment, shall be presented to the Department for review. In rendering such review, the Department shall determine whether such facility or equipment is designed and equipped to prevent and control environmental pollution.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

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**14.90 Contractual Indemnity:** To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to breach of the Agreement by the Agency or its subcontractors, agents or employees or due to any negligent act, or occurrence of omission or commission of the Agency, its subcontractors, agents or employees. Neither the Agency nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents or employees. The parties agree that this clause shall not waive the benefits or provisions of Chapter 768.28 Florida Statutes or any similar provision of law.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

**16.00 Agency Certification:** The Agency will certify in writing prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

**17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(7)(a), Florida Statutes, are hereby incorporated:

"(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid thereon. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein shall prevent the making of contracts for a period exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of twenty-five thousand dollars and having a term for a period of more than one year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before June 30, 1993. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary, District Three. Expiration of this Agreement will be considered termination of the project and the procedure established in paragraph 9.00 of this Agreement shall be initiated.



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**19.00 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty of 0.03333 percent per day will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (904)488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

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WPI NO. 3830259JOB NO. 99003-3838

Agreement Date \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY CITY OF TALLAHASSEE

DATE FUNDING APPROVED BY COMPTROLLER  
(SEE ATTACHED ENCUMBRANCE FORM)

BY: \_\_\_\_\_

Bob Hightower

TITLE: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

Robert B. Inzer

(SEAL)

APPROVED AS TO FORM, LEGALITY

TITLE: City Treasurer-Clerk

\_\_\_\_\_  
ATTORNEY  
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM

Patrick E. Hurley  
PATRICK E. HURLEY

\_\_\_\_\_  
DISTRICT SECRETARY  
OR  
DIRECTOR OF PLANNING AND PROGRAMS

ATTEST: \_\_\_\_\_ (SEAL)

EXECUTIVE SECRETARY  
OR NOTARY

February 1992

WPINO. 3830259

JOB NO. 99003-3838

**EXHIBIT "B"**  
**PROJECT BUDGET**

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,  
Department of Transportation and the City of Tallahassee

dated \_\_\_\_\_

- I. **PROJECT COST:** Purchase land, design, .. \$ 1,000,000  
survey, inspect, construct, and  
other items necessary for the  
completion of a station complex;  
including parking.

**TOTAL PROJECT COST:** \$ 1,000,000

II. **PARTICIPATION:**

Maximum Federal Participation UMTA, FAA, FRA  
the lesser of ( % ) or \$

Agency Participation

In-Kind ( % ) \$

Cash ( 20 % ) \$ 200,000

Other ( % ) \$

Maximum Department Participation,

Primary

(DXDDR)(DOC)(DWP) the lesser of ( 80 % ) or \$ 800,000

Federal Reimbursable (DU) the lesser of ( % ) or \$

Local Reimbursable (DL) the lesser of ( % ) or \$

**TOTAL PROJECT COST**

\$ 1,000,000

III. **ESTIMATED CASHFLOW OF BUDGETED FUNDS (\$ X 1000)**

FISCAL YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR
92/93		800.0	200.0	

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**EXHIBIT "C"**  
**(GENERAL)**

*This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Tallahassee*

*dated \_\_\_\_\_*

*Reference statutes as required for specific programs.*

All submittals required by the Articles of this Agreement with further explanation on the following:

1. Requests for contract extension (Article 18.00) must be submitted prior to expiration date of contract with a revised disbursement schedule on Exhibit "B".
2. Third Party Agreements are required by Article 12.10 to be approved by the Department.
3. Final invoice must be accompanied by the agency certification required in Article 16.00 of this agreement, including acceptable by AMTRAK.
4. Prior to close out certification that the facility meets Federal American Disabilities ACT (ADA) requirements must be submitted.
5. Prior to close out certification by the Agency's attorney must be submitted (Article 12.20).